

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

YARO ENTERPRISES, INC.

Plaintiff,

vs.

MASSACHUSETTS BAY INSURANCE
COMPANY,

Defendant.

ANSWER

Civ. Action No. 6:23-cv-6226

Defendant, MASSACHUSETTS BAY INSURANCE COMPANY (“MASSACHUSETTS BAY”), by and through its attorneys, Mura Law Group, PLLC, as and for its answer to the plaintiff’s verified complaint dated March 9, 2023, states as follows, upon information and belief:

1. Admits the allegations of paragraphs “2” and “3” of the verified complaint.
2. Denies having knowledge or information sufficient to form a belief regarding allegations contained in paragraphs “1”, “3”, “4”, “7”, “8”, “9”, “10”, “12”, and “13” of the verified complaint.
3. Denies the allegations contained in paragraphs “14”, “15”, “16” and “17” of the verified complaint.
4. With respect to the allegations of paragraphs “5” and “6” of the verified complaint, admits MASSACHUSETTS BAY issued policy number ZDS D735471 02 (“the Subject Policy”), the terms and contents of which policy speak for themselves, are incorporated by reference as if fully set forth herein and are for this Court’s legal interpretation, where appropriate, and otherwise denies having knowledge or information sufficient to form a belief regarding the remaining allegations of said paragraphs.

5. With respect to the allegations contained in paragraph "11" of the verified complaint, repeats and realleges the responses to each and every allegation referred to or realleged by said paragraph.

6. Denies each and every allegation of the verified complaint not heretofore specifically admitted or denied.

FIRST AFFIRMATIVE DEFENSE

7. Plaintiff may not recover in this action for the reasons stated in defendant's September 14, 2021 coverage declination letter, which reasons are reasserted and incorporated herein.

WHEREFORE, defendant MASSACHUSETTS BAY INSURANCE COMPANY, demands judgment as follows:

- A. dismissing the verified complaint;
- B. limiting plaintiff's recovery in this action, if any, by and pursuant to the terms and provisions of the Subject Policy; and
- C. awarding such other and further relief to defendant as to this Court may seem just, proper and equitable.

DATED: Buffalo, New York
April 26, 2023



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ATTORNEY VERIFICATION

STATE OF NEW YORK)

COUNTY OF ERIE) ss:

Roy A. Mura, Esq., an attorney admitted to practice in the courts of New York, affirms the following: that deponent is the attorney of record for the defendant MASSACHUSETTS BAY INSURANCE COMPANY in the within action; that deponent has read the Verified Answer and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true. Deponent further states that the reason this verification is made by deponent and not by the defendant MASSACHUSETTS BAY INSURANCE COMPANY is that the defendant is not within the county in which your deponent maintains his office.

The undersigned affirms that the foregoing statements are true under the penalties of perjury.

DATED: Buffalo, New York
April 26, 2023



Roy A. Mura, Esq.